

# EXHIBIT 5



*Argon Insurance Companies*

## SCHEDULE

## GENERAL LIABILITY HAZARDS

Page 1 of 1

Description of Hazards	Class Code	Premium Bases	Annual Rates		Estimated Annual Premiums	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
<u>LOT 19, PUKOLOA ST., HON., HI. &amp; HANAKAI ST., KAHULUI, MAUI</u>		a) area c) cost d) each h) beds f) frontage i) out-patient visits m) admissions p) payroll r) receipts	B) entire C) per hundred D) per thousand			
<u>PREMISES - OPERATIONS</u>					\$	\$
WOOD PRESERVING	24910	p) 270,000.	C) .347	.188	937.	508.
EXTERMINATORS - INCLUDING PEST CONTROL - EXCLUDING THE USE OF GAS OF ANY KIND - INCLUDING COMPLETED OPERATIONS	73420	r) 150,000.	C) .326	1.335	489.	2,003.
<u>OWNERS OR CONTRACTORS PROTECTIVE</u>						
CONSTRUCTION OPERATIONS - OWNER (NOT RAILROADS) - EXCLUDING OPERATIONS ON BOARD SHIPS	16292	IF ANY c) 1st 500,000. next 500,000. over 1,000,000.	FLAT CHARGE C) .030 .015 .004	.021 .011 .004	39. M.P.	28. M.P.
<u>PRODUCTS - COMPLETED OPERATIONS</u>						
WOOD PRESERVING	24211	r) 1,600,000.	D) .267	.341	427.	546.
STORES - WHOLESALE - NOT FOOD OR DRINK	50991	r) 60,000.	D) 1.670	.465	167.	47.
<u>BROAD FORM PROPERTY DAMAGE</u>	99982					627.
<u>INCREASED LIMITS CHARGE</u>	99901				10.	5.
			Total Estimated Annual Premium		\$ 2,069.	\$ 3,764.

CL 84-377-002087  
Policy Number

POLICY FILE

(2/79) UND-2578 R-2



# Argonaut Insurance Companies

## COVERAGE PART I

CL 84-377-002087

Policy Number

### COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### I. COVERAGE A – BODILY INJURY LIABILITY

#### COVERAGE B – PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol, or which causes or contributes to the intoxication of any person,

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.



## Argo and Insurance Companies

## COVERAGE PART IV

CL 84-377-002087

Policy Number

## PERSONAL INJURY LIABILITY INSURANCE

## SCHEDULE

Limits of Liability	Coverage
500 thousand dollars aggregate	P-Personal Injury Liability
% Insured's Participation	

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Advance Premiums	Groups of Offenses	
\$ 214.	A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	
\$ INCLUDED	B. Libel, Slander, Defamation or Violation of Right of Privacy	
\$ INCLUDED	C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	
\$ 214.	Total Advance Premium	An "X" in this block indicates Exclusion (c) does not apply to this insurance
\$ 38.	Minimum Premium	

## I. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in conduct of the **named insured's** business.

Group A--false arrest, detention or imprisonment, or malicious prosecution;

Group B--the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C--wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

## Exclusions

This insurance does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement;
- (b) to **personal injury** arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;
- (c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;
- (d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

- (e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services made by or at the direction of any **insured** with knowledge of the falsity thereof.

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

## III. LIMITS OF LIABILITY, INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) claims made or suits brought on account of **personal injury**, the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

## IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those **damages** which are payable because of **personal injury** arising out of an offense to which this insurance applies.

*Argonaut Insurance Companies*COVERAGE PART V

CL 84-377-002087

Policy Number

## PREMISES MEDICAL PAYMENTS INSURANCE

## SCHEDULE

The insurance afforded is only with respect to the following Coverage indicated by specific premium charge or charges. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability	Advance Premium
E— Premises Medical Payments	\$ 1,000. each person	X X X
	\$ 10,000. each accident	X X X
(a) Premises and operations		\$ 161.
(b) Escalators		\$
(c) Sports Activities		\$
Total Advance Premium		\$ 161.

## 1. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

## Exclusions

This insurance does not apply:

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or

(ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**; but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **watercraft** owned or operated by or rented or loaned to any **insured**, or

(ii) any other **watercraft** operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to **watercraft** while ashore on the **insured premises**; or

(4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair

of the **insured premises** or (ii) structural alterations at such **premises** which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **named insured** is such an owner or lessor;

(c) to **bodily injury**

(1) to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(d) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

## II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE**

Endorsement No. **1**

This endorsement forms a part of policy no.  
issued by  
and effective  
standard time.

**INSURANCE COMPANY**  
12:01 A.M.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

**BROAD FORM PROPERTY DAMAGE ENDORSEMENT  
(Including Completed Operations)**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):
- (y) to property damage
- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
  - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
    - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
    - (b) tools or equipment while being used by the insured in performing his operations,
    - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
    - (d) that particular part of any property, not on premises owned by or rented to the insured,
      - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
      - (ii) out of which any property damage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured,
  - (z) with respect to the completed operations hazard and with respect to any classification stated below as "including completed operations," to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

Classification:

M & C  
OCP  
COMPLETED OPERATIONS

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated.



*B.A. Hookery*  
PRESIDENT

*R.S. McCaffrey*  
SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE - BY RESIDENT LICENSED AGENT

UND 2676

G109  
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 2

Named Insured

Additional Premium \$ - - -

Countersigned by \_\_\_\_\_  
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE  
STOREKEEPERS INSURANCE**

#### ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

#### SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Annual Premiums	
		Bodily Injury Liability	Property Damage Liability
HANAKAI STREET KAHULUI, MAUI, HAWAII  (AREA: 1,370 SQ. FT.)	ALEXANDER & BALDWIN, INC. P. O. BOX 156 KAHULUI, MAUI, HAWAII 96732  (LESSOR OF LAND)	NO	CHARGE

G109 (Ed. 7-66)





UND 2694  
G610  
(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 3

Named Insured

Countersigned by \_\_\_\_\_  
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

#### **PRODUCTS HAZARD EXCEPTIONS**

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

G610 (Ed. 7-66)

UND 4036  
GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No. 4

Named Insured

Countersigned by \_\_\_\_\_  
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**GENERAL LIABILITY INSURANCE****SMP LIABILITY INSURANCE****BUSINESSOWNERS POLICY****AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78



This endorsement modifies the insurance as is afforded by the provisions of policy relating to the following:

Endorsement No. 5

This endorsement forms a part of policy no. issued by and effective standard time

INSURANCE COMPANY  
12:01 A.M.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

### CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION BY THE COMPANY, THE INSURED WILL BE PROVIDED WRITTEN NOTICE MAILED TO THE ADDRESS SHOWN IN THIS POLICY STATING WHEN NOT LESS THAN THIRTY (30) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated.



*L C Barker*  
PRESIDENT

*Heida*  
SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE-BY RESIDENT LICENSED AGENT

This endorsement to be used with a Workmen's Compensation &amp; Employers' Liability Policy

## PREMIUM ADJUSTMENT FROM EFFECTIVE DATE ENDORSEMENT

Endorsement No. 6

This endorsement forms a part of policy no.  
issued by  
and effective  
standard time

INSURANCE COMPANY  
12:01 A.M.

Named Insured

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

It is agreed that the premium for the policy is subject to an experience modification not available at the time of policy issuance. Such experience modification, when determined, if different from the modification shown on the policy, will be stated in an endorsement issued to form a part of the policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated.



*L C Baskin* *Christine G. Nichols*  
PRESIDENT SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE - BY RESIDENT LICENSED AGENT

(TX - 43.1)

UND-464



## GENERAL CORRECTION ENDORSEMENT

Endorsement No.  

This endorsement forms a part of policy no. CL 84-377-002087  
 issued by Argonaut INSURANCE COMPANY  
 and effective 12-01-79 12:01 A.M.  
 standard time.

Name Insured  
 OSMOSE WOOD PRESERVING CO. OF AMER.  
 INC. AND GRIFFIN FOREST INDUSTRIES,  
 INC. DBA HAWAII WOOD PRESERVING CO.  
 AND DBA OSMOSE PACIFIC INC., A

(The information above is required only when this endorsement is issued subsequent to preparation of the policy) SUBSIDIARY

Additional Premium \$2,292.

Return Premium \$

## IT IS AGREED THAT THE

- |  |  |  |
|--|--|--|
| 1. NAME OF INSURED <input type="checkbox"/>    | 7. RATE <input checked="" type="checkbox"/>    | 13. DESCRIPTION OF AUTO <input type="checkbox"/>     |
| 2. ADDRESS OF INSURED <input type="checkbox"/> | 8. COVERAGE <input type="checkbox"/>           | 14. DESCRIPTION OF PREMISES <input type="checkbox"/> |
| 3. INCEPTION DATE <input type="checkbox"/>     | 9. LIMIT OF LIABILITY <input type="checkbox"/> | 15. LOCATION OF PREMISES <input type="checkbox"/>    |
| 4. EXPIRATION DATE <input type="checkbox"/>    | 10. AUDIT PERIOD <input type="checkbox"/>      | 16. AUDIT MODE <input type="checkbox"/>              |
| 5. CLASSIFICATION <input type="checkbox"/>     | 11. MINIMUM PREMIUM <input type="checkbox"/>   | 17. <input type="checkbox"/>                         |
| 6. PREMIUM <input checked="" type="checkbox"/> | 12. DEPOSIT PREMIUM <input type="checkbox"/>   | 18. <input type="checkbox"/>                         |

Is / are amended as follows:

7. RATE: AS PER REVISED GENERAL LIABILITY HAZARDS SCHEDULE ATTACHED.

PERSONAL INJURY COVERAGE - REVISED PREMIUM: \$293.

PREMISES MEDICAL PAYMENTS COVERAGE - REVISED PREMIUM: \$221.

(ABOVE ADDITIONAL PREMIUMS REFLECTED IN ADDITIONAL PREMIUM AMOUNT)

6. ESTIMATED ANNUAL PREMIUM: \$8,500.

ONLY ITEMS MARKED ☒ ARE AFFECTED. ALL OTHERS REMAIN UNCHANGED.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

clc 03-24-80



*L C Baker* *Skeda*  
 PRESIDENT SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE BY RESIDENT LICENSED AGENT

2500.

## Argonaut Insurance Companies

SCHEDULE REVISED

## GENERAL LIABILITY HAZARDS

Page 1 of 1

Description of Hazards	Class Code	Premium Bases	Annual Rates		Estimated Annual Premiums	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
LOT 19, PUKOLOA ST., HON., HI. & HANAKAI ST., KAHULUI, MAUI		a) area c) cost d) each h) beds f) frontage i) out-patient visits m) admissions p) payroll r) receipts	B) entire C) per hundred D) per thousand			
<u>PREMISES - OPERATIONS</u>					\$	\$
WOOD PRESERVING	24910	p) 270,000.	C) .475	.258	1,283.	697.
EXTERMINATORS - INCLUDING PEST CONTROL - EXCLUDING THE USE OF GAS OF ANY KIND - INCLUDING COMPLETED OPERATIONS	73420	r) 150,000.	C) .447	1.829	671.	2,744.
<u>OWNERS OR CONTRACTORS PROTECTIVE</u>						
CONSTRUCTION OPERATIONS - OWNER (NOT RAILROADS) - EXCLUDING OPERATIONS ON BOARD SHIPS	16292	IF ANY c) 1st 500,000. next 500,000. over 1,000,000.	FLAT CHARGE C) .041 .021 .005	.029 .015 .005	53.M.P.	38. M.
<u>PRODUCTS - COMPLETED OPERATIONS</u>						
WOOD PRESERVING	24211	r) 1,600,000.	D) .366	.467	586.	747.
STORES - WHOLESALE- NOT FOOD OR DRINK	50991	r) 60,000.	D) 2.288	.637	229.	64.
<u>BROAD FORM PROPERTY DAMAGE</u>	99982					859.
<u>INCREASED LIMITS CHARGE</u>	99901				10.	5.
RATES ADJUSTED TO REFLECT EXPERIENCE MODIFICATION OF 1.37						
PREMIUM ADJUSTMENT PER ENDORSEMENT NO. 7						
			Total Estimated Annual Premium		\$ 2,832.	\$ 5,514.

CL 84-377-002087

Policy Number



G116  
(Ed. 1-73)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 10-27-80 Policy No. CL 84-377-002087 Endorsement No. 8

Named Insured

Additional Premium \$ 66.

Countersigned by \_\_\_\_\_  
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE**

**ADDITIONAL INSURED**  
(Owners or Contractors)

**Schedule**

Name of Person or Organization (Additional Insured)	Location of Covered Operations		
WALKER MOODY CONSTRUCTION CO., LTD. (GENERAL CONTRACTOR)			
KOTAKE CO., LTD. (OWNER)	Premium Bases	Rates	Advance Premium
Bodily Injury Liability	Cost 3,122.	\$100 of cost	\$ 32.
Property Damage Liability	Cost 3,122.	\$100 of cost	\$ 34.
		Total Advance Premium	\$ 66.

**It is agreed that:**

- The "Persons Insured" provision is amended to include as an insured the person or organization named above (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
- None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
- Additional Exclusions** This insurance does not apply:
  - to bodily injury or property damage occurring after
    - all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
    - that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
  - to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
  - to property damage to
    - property owned or occupied by or rented to the additional insured,
    - property used by the additional insured,
    - property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
    - work performed for the additional insured by the named insured.
- Additional Definition** When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

G116 (Ed. 1-73)

wjc 4 DEC., 1980

G116  
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- None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
- Additional Exclusions This insurance does not apply:
  - to bodily injury or property damage occurring after
    - all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
    - that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
  - to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
  - to property damage to
    - property owned or occupied by or rented to the additional insured,
    - property used by the additional insured,
    - property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
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